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NORIELL HOFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

NORIELL HOFF, individually, and on
behalf of other aggrieved employees
pursuant to the Labor Code Private
Attorneys General Act of 2004,

Plaintiff,

vs.

ANTHEM MECHANICAL, a California
corporation; MICHAEL SOLOMON, an
individual; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: CVRI2401199

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

*Assigned for All Purposes to
Hon. Harold W. Hopp in Department 1*

Action filed: 03/01/2024

Hearing Date: 06/03/2025

Hearing Time: 8:30 a.m.

Hearing Dept: 1

1 Plaintiff Noriell Hoff's ("Plaintiff") Motion for Approval of PAGA Settlement was heard
2 by the Court on June 3, 2025. The Court having reviewed the Motion for Approval of PAGA
3 Settlement, the First Amended PAGA Settlement Agreement and Release ("Amended
4 Settlement") attached as Exhibit 11 to the Supplemental Declaration of Maralle Messrelian, the
5 papers, the arguments of counsel, and other evidence and matters presented, and good cause
6 appearing:

7 IT IS HEREBY ORDERED that Plaintiff's Motion for Approval of PAGA Settlement is
8 GRANTED, subject to the following findings and orders:

9 1. To the extent required by Labor Code § 2699(l), the PAGA Settlement and its
10 terms represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the
11 "Aggrieved Employees" (as the term is defined in the Amended Settlement), the State of
12 California, Plaintiff's counsel, and Defendants Anthem Mechanical and Michael Solomon, and
13 is approved.

14 2. The allocation of the settlement funds among the Plaintiff, the Aggrieved
15 Employees, the State of California, and Plaintiff's counsel is fair, just, reasonable, adequate, and
16 equitable to all concerned, and is approved to the extent required under Labor Code § 2699(l).

17 3. The settlement is approved on the terms stated in the PAGA Settlement.

18 4. Judgment in this matter is entered in accordance with, and incorporates by
19 reference, the terms and conditions of the PAGA Settlement. Instead of filing a request for
20 dismissal to terminate this action, this judgment will terminate the action.

21 5. The PAGA Settlement is not an admission of liability, wrongdoing, or damages
22 by Defendant or the "Released Parties" (as the term is defined in the PAGA Settlement), nor is
23 this judgment a finding of the validity of any allegations in the operative complaint as to
24 Defendant or the Released Parties. Neither this judgment, the PAGA Settlement, nor any
25 document referred to therein, nor any action taken to carry out the PAGA Settlement, may be
26 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession,
27 or liability whatsoever by or against Defendant or the Released Parties.

28 6. The PAGA Settlement shall be binding on Plaintiff, all Aggrieved Employees,

1 and the State of California, who are hereby barred from re-litigating any of the claims released
2 by the PAGA Settlement.

3 7. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
4 and continuing jurisdiction over the above-captioned action and the parties for purposes of
5 enforcing the terms of the PAGA Settlement.

6 8. Settlement checks remaining uncashed for more than one hundred and eighty
7 (180) days after issuance will be tendered to the State of California Controller Unclaimed
8 Property Fund (“UPF”) in the name of the Aggrieved Employee whose check is voided.

9 9. A Final Accounting (nonappearance) hearing will be held on May 8, 2026 at 8:30
10 a.m., in Department 1 of this Court. A Final Accounting Declaration from the Settlement
11 Administrator shall be filed 15 days prior to the hearing concerning the amount of money
12 distributed and/ or uncashed.

13 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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15 DATED: _____

16 **HON. HAROLD W. HOPP**
17 **JUDGE OF THE SUPERIOR COURT**
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